

#15

Recorded at \_\_\_\_\_ o'clock \_\_\_\_\_ M., \_\_\_\_\_  
Reception No. \_\_\_\_\_

Recorder

QUITCLAIM DEED

The Colorado Department of Public Health and the Environment ("Grantor"), whose address is 4300 Cherry Creek Drive South, Denver, Colorado, 80222-1530, City and County of Denver, State of Colorado, pursuant to 42 U.S.C § 7914 (e) (1) (B) and C.R.S. § 25-11-303, hereby donates and quit claims to the City of Grand Junction ("Grantee"), whose address is 250 North 5th Street, Grand Junction, Colorado, 81501, City of Grand Junction, County of Mesa, State of Colorado, the following real property in the County of Mesa, State of Colorado, to wit: A parcel of land containing Seventeen (17) acres more or less, described as follows:

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1796704 0945AM 04/29/97  
MONIKA TODD CLK&REC MESA COUNTY CO  
DOCUMENT FEE \$No Fee

A parcel of land situated in part of Lot 3, Section 23 and in part of Lot 4, Section 24, all in Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, lying southerly of the following described line: Commencing at the Northeast Corner of Lot 4 in said Section 24, thence S 00° 22' 48" E along the East line of said Lot 4 a distance of 687.08 feet to the North bank of the main channel of the Colorado River and True Point of Beginning of the line described herein; thence along the North bank of the main channel of said Colorado River the following three (3) courses:  
1) S 74° 18' 00" W a distance of 262.06 feet;  
2) N 83° 57' 00" W a distance of 192.50 feet;  
3) S 80° 23' 00" W a distance of 521.30 feet;  
thence along the North bank of the north channel of said Colorado River the following four (4) courses:  
1) N 78° 24' 00" W a distance of 662.60 feet;  
2) S 87° 31' 00" W a distance of 404.40 feet;  
3) S 73° 37' 00" W a distance of 187.60 feet;  
4) S 89° 21' 00" W a distance of 463.96 feet to a point terminating on the West line of Lot 3 in said Section 23. Said parcel contains 17 acres, more or less; Together with a permanent 25 foot ingress-egress easement situate in the E 1/4 of Section 23, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, said easement being 25 feet to the left (East) of an existing easement as conveyed to Prosperity Park, Inc., February 20, 1981 and recorded in Book 1299 at Page 197 of the records of the Mesa County Clerk and Recorder and said easement being extended South of the Prosperity Park Inc. easement to the South line of the property, more clearly described as follows:  
Beginning at the Southwest Corner of the SE 1/4 NE 1/4 of Section 23, Township 1 South, Range 1 West, whose South line bears N 90° 00' 00" E with all bearings contained herein relative thereto; thence N 00° 36' 22" W a distance of 289.92 feet to the Southerly edge of Kimball Avenue; thence leaving said Southerly edge of Kimball Avenue, S 57° 51' 25" E a distance of 53.69 feet to the True Point of Beginning of the easement described herein; thence S 00° 36' 22" E a distance of 261.35 feet along the East line of the easement as recorded in said Book 1299 at Page 197 to the South line of the SE 1/4 NE 1/4 of said Section 23; thence S 00° 43' 57" E a distance of 416.13 feet to the South line of the easement recorded in said Book 1299 at Page 197; thence S 90° 00' 00" W a distance of 45.15 feet along the South line of said existing easement as recorded in said Book 1299 at Page 197 to the West line of the NE 1/4 SE 1/4 of said Section 23; thence South along the West line of the NE 1/4 SE 1/4 of said Section 23 to the South line of the Property and the Point of Termination. The above described easement being left or East of the described line.

Grantor reserves to itself any non-tributary ground water underlying this parcel, the right to develop tributary ground water, and the right to surface access for ground water development;

Subject to: (i) any coal, oil, gas, or other mineral rights in any person; (ii) existing rights-of-way for roads, railroads, telephone lines, transmission lines, utilities, ditches, conduits, or pipelines on, over, or across said lands; (iii) court liens, judgments, or financial encumbrances such as deeds of trust for which a formal consent or order has been obtained from a court for the lien holder; (iv) other rights, interests, reservation or exceptions of record; and the following terms, conditions, rights, reservations and covenants:

Grantee agrees to accept financial responsibility for any costs associated with the disruption of any improvements on the site should the Department of Energy be required by the U.S. Nuclear Regulatory Commission to perform further surface remedial action;

Grantee covenants (i) not to use the property for any purpose other than public purposes as required by UMTRCA, 42 U.S.C. 7901 et seq, as amended; (ii) not to use ground water from the site for any purpose, and not to construct wells or any means of exposing ground water to the surface unless prior written approval is given by the Grantor and U.S. Department of Energy; (iii) not to perform construction of any kind on the property unless prior written approval of construction plans, designs and specifications is given by Grantor and the U.S. Department of Energy; (iv) that any habitable structures constructed on the property shall employ a radon ventilation system or other radon mitigation measures; and (v) that its use of the property shall not adversely impact groundwater quality nor interfere with groundwater remediation under UMTRCA;

These covenants are made in favor and to the benefit of Grantor, shall run with the land and be binding upon Grantee and its successors and assigns, and shall be enforceable by Grantor, and its successors and assigns;

Grantee acknowledges that the property was once used as a uranium milling site, and that the Grantor makes no representations or warranties that the property is suitable for Grantee's purposes;

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IN WITNESS WHEREOF:

GRANTOR:

APPROVED AS TO FORM:

*David Kreutzer*  
David Kreutzer - Assistant Attorney General

STATE OF COLORADO  
Roy Romer, Governor  
Acting by and through  
The Department of Public Health and Environment

By: *Harry Swartz*  
Executive Director

By: *[Signature]*  
Program Approval

ACCEPTANCE OF DEED AND COVENANTS

GRANTEE:

CITY OF GRAND JUNCTION  
(Full Legal Name or Agency)

By: *Linda Afman*  
Name

Title: Mayor



ATTESTATION:

*Stephanie Nyf*  
City/County Clerk

Signed this 26th day of March, 1997

STATE OF COLORADO, }  
County of } SS.

The foregoing instrument was acknowledged before me this 26th day of March, 1997, by Linda Afman and Stephanie Nyf

My commission expires 2/2/98

Witness my hand and official seal

*Christine English*  
Notary Public.



Recorded at \_\_\_\_\_ o'clock \_\_\_\_\_ M.,  
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The Colorado Department of Public Health and the Environment ("Grantor"), whose address is 4300 Cherry Creek Drive South, Denver, Colorado, 80222-1530, City and County of Denver, State of Colorado, pursuant to 42 U.S.C § 7914 (e) (1) (B) and C.R.S. § 25-11-303, hereby donates and quit claims to the City of Grand Junction ("Grantee", whose address is 250 North 5th Street, Grand Junction, Colorado, 81501, City of Grand Junction, County of Mesa, State of Colorado, the following real property in the County of Mesa, State of Colorado, to wit: A parcel of land containing Ninety Seven and Eighty Third (97.83) acres more or less, described as follows:

Book 2320 Page 884  
1796705 0945AM 04/29/97  
MONIKA TODD CLK&REC MESA COUNTY CO  
DOCUMENT FEE \$No FEE

A parcel of land situated in the S½S½SE¼NE¼ and in Lot 3 of Section 23, and in the SW¼NW¼, the SE¼NW¼, Lot 3 and Lot 4 of Section 24, all in Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 23, Township 1 South, Range 1 West of the Ute Meridian; thence N 00° 16' 54" W along the East line of the S½S½SE¼NE¼ of said Section 23 a distance of 330.32 feet to the Northeast Corner of said S½S½SE¼NE¼, thence N 89° 14' 53" W along the North line of said S½S½SE¼NE¼ a distance of 1318.19 feet to the Northwest Corner of said S½S½SE¼NE¼, thence S 00° 03' 46" W along the West line of said S½S½SE¼NE¼ a distance of 43.20 feet to a point on the South right-of-way line of Kimball Avenue and the True Point of Beginning of the parcel described herein; thence S 57° 18' 26" E a distance of 220.01 feet to a point 10.00 feet southerly measured at right angle to the centerline of the Denver and Rio Grande Western Railroad Spur Line; thence along a line parallel with and 10.00 feet southerly of said Railroad Spur centerline the following four (4) courses:

- 1) 211.84 feet along the arc of a curve to the left having a radius of 369.93 feet, a central angle of 32° 48' 39", and a long chord bearing S 73° 42' 44" E a distance of 208.96 feet;
- 2) N 89° 52' 57" E a distance of 710.66 feet;
- 3) 353.70 feet along the arc of a curve to the left having a radius of 1156.28 feet, a central angle of 17° 31' 37", and a long chord bearing N 81° 07' 09" E a distance of 352.33 feet;
- 4) N 72° 21' 21" E a distance of 488.61 feet to a point on the North line of the S½SW¼SW¼NW¼ of Section 24, Township 1 South, Range 1 West; thence N 89° 56' 27" E along the North line of said S½SW¼SW¼NW¼ a distance of 72.40 feet to the Southeast Corner of Lot 3, Colorado West Development Park, Filing No.2; thence N 00° 11' 11" W along the East line of said Lot 3 a distance of 67.50 feet to the Southwest Corner of Lot 4 of said Colorado West Development Park, Filing No.2; thence N 89° 36' 26" E along the South line of said Lot 4 a distance of 252.36 feet to the Southeast Corner of said Lot 4; thence S 00° 23' 34" E along the west line of Lot 6 of said Colorado West Development Park, Filing No. 2 a distance of 144.00 feet to the Southwest Corner of said Lot 6; thence N 89° 42' 38" E along the South line of said Lot 6 a distance of 411.62 feet to a point on the West line of the SE¼NW¼ of said Section 24; thence N 00° 22' 48" W along the West line of said SE¼NW¼ a distance of 1064.19 feet to the Northwest Corner of said SE¼NW¼, thence N 89° 57' 16" E along the North line of said SE¼NW¼ a distance of 799.91 feet to Northwest Corner of Pleasant View Subdivision (Replat); thence S 00° 06' 46" W along the West boundary of said Pleasant View Subdivision (Replat) a distance of 823.83 feet to the Southwest Corner of said Pleasant View Subdivision (Replat); thence S 89° 53' 44" E along the South boundary of said Pleasant View Subdivision (Replat) a distance of 528.15 feet to a point on the West right-of-way line for 27 ½ Road; thence S 00° 06' 46" W along said West right-of-way line a distance of 494.90 feet to a point on the North line of Lot 3 of said Section 24; thence S 89° 55' 33" W along the North line of said Lot 3 a distance of 652.10 feet; thence leaving said North line S 00° 08' 01" E a distance of 521.56 feet to the North bank of the main channel of the Colorado River; thence along the North bank of the main channel of said Colorado River the following four (4) courses:

- 1) S 75° 52' 39" W a distance of 681.87 feet;
- 2) S 74° 18' 00" W a distance of 262.06 feet;
- 3) N 83° 57' 00" W a distance of 192.50 feet;
- 4) S 80° 23' 00" W a distance of 521.30 feet;

thence along the North bank of the north channel of said Colorado River the following four (4) courses:

- 1) N 78° 24' 00" W a distance of 662.60 feet;
- 2) S 87° 31' 00" W a distance of 404.40 feet;
- 3) S 73° 37' 00" W a distance of 187.60 feet;
- 4) S 89° 21' 00" W a distance of 463.96 feet to a point on the West line of Lot 3 of said Section 23; thence N 00° 03' 46" E along the West line of said Lot 3 and West line of the S½S½SE¼NE¼ of said Section 23 a distance of 1069.94 feet to the True Point of

Beginning. Said parcel contains 97.83 acres more or less; Subject to a permanent 25 foot ingress-egress easement situate in the E ½ of Section 23, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, said easement being 25 feet to the left (east) of an existing easement as conveyed to Prosperity Park, Inc., February 20, 1981 and recorded in Book 1299 at Page 197 of the records of the Mesa County Clerk and Recorder and said easement being extended south of the Prosperity Park Inc. Easement to the south line of the property, more particularly described as follows: Beginning at the Southwest corner of the SE¼NE¼ of Section 23, Township 1 South, Range 1 West, whose South line bears N 90° 00' 00" E with all bearings contained herein being relative thereto; thence N 00° 36' 22" W a distance of 289.92 feet to the Southerly edge of Kimball Avenue; thence leaving said Southerly edge of Kimball Avenue S 57° 51' 25" E a distance of 53.69 feet to the True Point of Beginning of the easement described herein; thence S 00° 36' 22" E a distance of 261.35 feet along the East line of the easement as recorded in said Book 1299 at Page 197 to the South line of the SE¼NE¼ of said Section 23, thence S 00° 43' 57" E a distance of 416.13 feet to the South line of the easement recorded in said Book 1299 at Page 197; thence S 90° 00' 00" W a distance of 45.15 feet along the South line of said existing easement as recorded in said Book 1299 at Page 197 to the West line of the NE¼SE¼ of said Section 23; thence South along the West line of the NE¼SE¼ of said Section 23 to the South line of the Property and the Point of Termination. The above described easement being left or East of the described line.

Including nine (9) shares of the capital stock of the Grand Valley Irrigation Company;

Grantor reserves to itself any non-tributary ground water underlying this parcel, the right to develop tributary ground water, and the right to surface access for ground water development;

Subject to: (i) any coal, oil, gas, or other mineral rights in any person; (ii) existing rights-of-way for roads, railroads, telephone lines, transmission lines, utilities, ditches, conduits, or pipelines on, over, or across said lands; (iii) court liens, judgments, or financial encumbrances such as deeds of trust for which a formal consent or order has been obtained from a court for the lien holder; (iv) other rights, interests, reservation or exceptions of record; and the following terms, conditions, rights, reservations and covenants:

Grantee agrees to accept financial responsibility for any costs associated with the disruption of any improvements on the site should the Department of Energy be required by the U.S. Nuclear Regulatory Commission to perform further surface remedial action;

Grantee covenants (i) not to use the property for any purpose other than public purposes as required by UMTRCA, 42 U.S.C. 7901 et. seq., as amended; (ii) not to use ground water from the site for any purpose, and not to construct wells or any means of exposing ground water to the surface unless prior written approval is given by the Grantor and U.S. Department of Energy; (iii) not to perform construction of any kind on the property unless prior written approval of construction plans, designs and specifications is given by Grantor and the U.S. Department of Energy; (iv) that any habitable structures constructed on the property shall employ a radon ventilation system or other radon mitigation measures; and (v) that its use of the property shall not adversely impact ground water quality nor interfere with ground water remediation under UMTRCA;

These covenants are made in favor and to the benefit of Grantor, shall run with the land and be binding upon Grantee and its successors and assigns, and shall be enforceable by Grantor, and its successors and assigns;

Grantee acknowledges that the property was once used as a uranium milling site, and that the Grantor makes no representations or warranties that the property is suitable for Grantee's purposes;

IN WITNESS WHEREOF:

GRANTOR:

APPROVED AS TO FORM:

  
David Kreutzer - Assistant Attorney General

STATE OF COLORADO  
Roy Romer, Governor  
Acting by and through  
The Department of Public Health and Environment

By:   
Executive Director

By:   
Program Approval

ACCEPTANCE OF DEED  
AND COVENANTS

GRANTEE:

CITY OF GRAND JUNCTION  
(Full Legal Name or Agency)

By:   
Name

Title: Mayor

(Affix Seal)



ATTESTATION:

*Stephanie Nye*  
City/County Clerk

Signed this            day of            , 19

STATE OF COLORADO,            )  
County of

The foregoing instrument was acknowledged before me this *26th*  
day of *March*, 19*97* by *Benda Ofman and Stephanie Nye*

My commission expires *2/2/98*

Witness my hand and official seal



*Christine English*  
Notary Public